

# **Comprehensive Agreement**

**between**

**Interstate 35 School District**

**and**

**Interstate 35 Educational Support  
Employees Association/ISEA**

**2006-07**

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## **Article I - Preamble**

The Board of Directors of the Interstate 35 Community School District and the Interstate 35 Educational Support Employees Association/ISEA recognize that the aim of the public schools is to provide a quality educational program for children and youth of the school district.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows.

## **Article II - Recognition**

### **A. Unit**

The Board recognizes the Association as the certified exclusive bargaining representative for all personnel as set forth in the PERB certification instrument (Case No 4072) issued by PERB on the 8th day of January 1990. Such representation shall cover all newly assigned personnel and/or positions providing they fall under the classification of the included employees of the unit described below:

Includes: All persons engaged in full and/or regular part-time educational work of a support nature in the Interstate 35 School District that includes: aides, teacher associates, transportation personnel, cooks, custodians, and secretaries.

Excludes: Superintendent's secretary, board secretary, school food service manager, Buildings and Grounds Director, and transportation director

### **B. Definition**

The term "employee" as used in this Agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by PERB.

The term "Board" as used in this Agreement shall mean the Board of Directors of the Interstate 35 Community School District or its duly authorized personnel.

The term "Association" as used in this Agreement shall mean the Interstate 35 Educational Support Employees Association/ISEA or its duly authorized representatives.

## **Article III - Rights**

### **A. Board Rights**

The Board shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees.
4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the Board's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Board.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Board by law.

**B. Public Employee Rights**

Public employees shall have the right to:

1. Organize, form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act or any other law of the state.
4. Refuse to join or participate in the activities or employee organizations, including the payment of any dues, fees, or assessment or service fees of any type.

**C. Association Rights**

1. Use school facilities for general Association meetings and business contingent upon receipt of approval from the office of the superintendent.
2. Hold Association building meetings in school buildings contingent upon receipt of approval from the office of the building principal.
3. Distribute Association material through the school messenger service and building mail boxes with the annual approval from the office of the superintendent.
4. Post notices of activities and matters of Association concern on building bulletin boards located in either employee lounge or such other places as designated by the building principal.
5. Direct duly authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the work day with the approval of the building principal.
6. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the Board to research and assemble information.

7. If the present board policies which affect employees and students but which are not covered in this Agreement are changed, then a written notification of such change will be given to the Interstate 35 Educational Support Employees Association/ISEA.

## **Article IV - Grievance Procedure**

### **A. Definitions**

#### **1. Grievance**

A grievance is a claim by an employee, a group of employees, or the Association that there has been an alleged violation, misinterpretation, or misapplication of this Agreement.

#### **2. Aggrieved Person**

An aggrieved person is the person or persons making the claim.

Any investigation or processing of any grievance as hereinafter provided shall be conducted so as to result in no interference with or interruption of the instructional program and/or related work activities of the aggrieved person, administration, or employee staff.

A grievance as described above may be processed as hereinafter provided.

### **B. Procedure**

#### **Level One**

An employee(s) with a grievance shall first discuss it with the building principal or immediate supervisor with the objective of resolving the matter informally.

#### **Level Two**

If, as a result of the informal discussion with the building principal or immediate supervisor, a grievance still exists, the aggrieved person may invoke the following formal grievance procedure: A written claim stating the nature of the grievance, the specific clause(s) of the Agreement involved, the remedy requested, and signed by the aggrieved person shall be filed with the appropriate building principal within fifteen (15) school days of the date of the occurrence of the event giving rise to the grievance or from the time when such event might reasonably have been ascertained to have occurred or the aggrieved person has reasonably become aware of the occurrence. If the grievance involves more than one school building or is system wide, the signed, written claim shall be filed with the superintendent or his/her designee. Within five (5) school days of receipt of the grievance, the appropriate supervisor shall meet with the aggrieved person in an effort to resolve the grievance. The appropriate supervisor shall indicate the disposition of the grievance in writing within five (5) school days after such meeting and shall furnish a copy thereof to the aggrieved person.

#### **Level Three**

If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later), the grievance in the same written form shall be

submitted to the superintendent. Within five (5) school days the superintendent or his/her designee shall meet with the aggrieved person and shall indicate the disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the aggrieved person.

#### **Level Four**

If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later), the grievance may be submitted before an impartial arbitrator at the joint, written request of the aggrieved person and the Association. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration is requested, the arbitrator shall be selected by alternately deleting names from a seven-member list provided by the PERB Board. The parties shall determine by lot which party shall have the right to delete the first name and shall do so within five (5) school days upon receipt of the list. The other party shall have one (1) additional school day to remove a name, and the process shall proceed alternately until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall have no power to alter, add to, disregard, or subtract from the terms of this Agreement. The superintendent or his/her designee and the aggrieved party shall not be permitted to assert in any arbitration proceeding any grounds or evidence not previously disclosed to the other party. The arbitrator shall confer with the superintendent or his/her designee, and the aggrieved person may hold a formal and/or informal hearing. His/her decision shall be issued no later than fifteen (15) school days from the date of the close of the hearing or from the date of submission of final statements of both parties. The decision of the arbitrator shall be final and binding.

#### **Costs**

The Board and the aggrieved person shall share equally in the fees and expenses of the arbitrator. Any other expense incurred shall be paid by the party incurring the same.

### **C. The Association's Right to Represent**

1. The Association may process and/or continue a grievance through all levels of the procedure if the grievance involves a question of the application or interpretation of this Agreement.
2. Class grievances involving more than one supervisor and/or grievances involving an administrator above the building level shall be filed by the Association at Level Two.
3. Alleged violations of Association rights shall be initiated at Level Two.

### **D. Assurances and Limitations**

#### **1. Reprisal**

No reprisal of any kind shall be taken by the Board or any member of the administration against the aggrieved person, a party of interest in the grievance, or any participant in the grievance procedure for such participation in the grievance matter.

#### **2. Procedures**

The failure of the aggrieved person to act on any grievance in accord with these

procedures or within the specified time periods shall act as a bar to any further appeal. The time limits provided in these procedures may be extended by written agreement of the parties. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

### **3. Withdrawal of Grievance**

The formal grievance may be withdrawn at any time during any level of this procedure by the aggrieved person upon written request to the appropriate supervisor at the corresponding level at which the grievance is under consideration.

4. If the Association or any employee or group of employees files any claim or complaint in any form other than under grievance procedures of this Agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

## **Article V - Wages and Salaries**

### **A. Salary**

Beginning wages for employees hired **or transferred (voluntary or involuntary)** after July 1, 2006. This includes a 27 cent per hour increase over the beginning wages for 2006-2007

Secretaries	\$7.73
Custodians	\$8.38
Teacher Associates	\$6.93
Cooks	\$6.93
Drivers	See bus driver salary for route drivers
Mechanic	To be determined by the Board of Education
Special Ed Driver	\$8.13

If the Board of Education cannot hire qualified personnel after a reasonable search for positions under this contract for the beginning wage, the Board reserves the right to hire above the schedule to fill that vacancy after conferring with the Association.

Head cooks receive \$1.00 above cooks. Extra hours for head cooks needed for ordering and paperwork should not exceed 35 hours per month district wide.

A substitute cook will be provided for one head cook during meetings with salespeople, if needed.

Any cook who takes over the duties of a head cook during extended approved leaves of absence shall be reimbursed at head cook pay.

Onetime computer training for 12 hours will be made available to one head cook at her head cook wage.

The aide doing lunchroom supervision and handing out sandwiches should receive a free lunch.

### **Salaries for 2006-2007**

There will be a 4% total package increase for 2006-07. This increase will be calculated on the 2005-2006 employees as of October 31, 2005. Salary will be spread among employees on duty at the end of the 2005-06 school year.

Salary schedules for 2006-07 will be developed and any insurance in the insurance package will be subtracted from the total package agreed upon under wages and salary.

### **Bus Driver Salary Schedule - 20 days of service - 2006-2007**

#### **Regular Routes**

#### **Years of Experience**

This schedule is based on 178 days per year which includes 174 student contract days, 0 inservice days, and 4 holidays.

	1 - 5	6 - 10	11 - 15	16 +
10.0 - 15.0 miles	1038	1043	1048	1053
15.1 - 20.0 miles	1053	1058	1063	1068
20.1 - 25.0 miles	1068	1073	1078	1083
25.1 - 30.0 miles	1083	1088	1093	1098
30.1 - 35.0 miles	1098	1103	1108	1113
35.1 - 38 miles	1113	1118	1123	1128
38.1 - 45 miles	1128	1133	1138	1143
45.1 - 50 miles	1143	1148	1153	1158
50.1 - 55 miles	1158	1163	1168	1173
55.1 - 60 miles	1173	1178	1183	1188
60.1 - 65 miles	1188	1193	1198	1203

Gas Duty is included in the schedule

Driver's Shuttle (one hour Casual Pay) \$ 9.88

Activity Bus (per hour) \$ 9.88

Casual Employment (per hour) \$ 9.88

Town Shuttle \$15.59 (\$31.18 per day)

Athletic Shuttle \$15.59

If/When casual employment becomes available, those part-time casual positions will be posted for drivers to bid on at the same rate as the contract calls for. This language does not deter the Board of Education from advertising any jobs that they deem necessary to enhance the district's position.

If the following people are rehired for each school year, the years of experience and/or wages below will be used to determine their contract:

#### **Bus Drivers (Years of Experience):**

Missie Beghtel	6
Elisa Carlson	6
Nancy Eaton	19
Johnna Ekleberry	22
Bobbie Jo Finley	5
Julie Greer	3
Connie Kephart	34
Kay Lull	22



Kevin Smith	1
Larry Smith	4
Chris Wilgenbusch	8
Pete Wilgenbusch	3
Bill Willett	11

The hourly wage for special needs driver will be for 2 hours per day with trips to Truro to gas included in the 2 hours. The driver is eligible for all leaves. The driver will not be paid when notified that the student is not riding.

**Rules Governing Activity Trips:**

Drivers will be paid for time spent on activity trips at the rate agreed upon in this Agreement.

On overnight trips drivers will not be paid for "sleeping time" between the hours of 10:00 p.m. to 6:00 a.m. the following morning so long as there is a sponsor assigned to the activity and that sponsor is responsible for the supervision of students. If, for some reason, a sponsor other than the bus driver is not available to supervise the students and that responsibility falls upon the driver, the driver will be paid during "sleeping time" hours. In the event additional supervisory assistance is needed by the trip sponsor and that sponsor requests assistance of the driver during "sleeping hours" the driver will be paid for those hours at the regular "activity bus" hourly rate.

In the event a bus is disabled and cannot travel during normal paid time, paid time will continue for the driver until he/she is relieved of his/her responsibilities.

Definition of "sleeping time" is a period of time between 10:00 p.m. and 6:00 a.m. which only occurs on an overnight trip, planned or unplanned, and only occurs if the bus is parked and immobile.

When a driver shows up to drive a planned trip, and the trip is cancelled, the driver shall be paid for 1.5 hours at activity rate.

**Rules Governing Route Driver Pay:**

Method used to determine route miles for which a route driver is to be paid:

The route driver pay schedule considers longevity and length of route. A driver's length of route to be used for pay determination shall be turned in to the transportation supervisor by each route driver on appropriate forms provided to the driver by the transportation supervisor. This shall be done in September as soon as possible after routes have stabilized and on or before September 10. If major adjustment in routes need to be made during the school year which would affect pay scales, drivers will be asked to submit revised routes to the transportation supervisor.

For any makeup days over 180 days, route drivers are to be paid at the daily rate. This would be due to driving to school and school being let out with the day not being counted and needing to be made up.

Drivers should have input on making the decision to cancel school when weather conditions continue to get worse.

## **B. Methods of Payment**

### **1. Pay Periods**

Bus drivers (route, route shuttles, bus gassing), special ed drivers, teacher associates, cooks, custodians, and building secretaries shall be paid on 18 or 24 equal installments on the 10th and 25th day of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee with mutual agreement of the board secretary. This pay schedule will begin September 10, 2006.

Cooks, aides, secretaries, special ed drivers, custodians, bus drivers for extra duties, and mechanics shall be paid from time sheets.

### **2. Exceptions**

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

### **3. Annuity Payments and TSA's**

Annuity payments and TSA's will be sent to invested companies within (2) working days following the last pay day each month with receipt of proper paper work from the annuity company.

### **4. Prior to the beginning of each school year (arrival of students), the superintendent and business manager will hold a voluntary workshop to teach employees how to calculate and evaluate their earnings on a twelve (12) month basis.**

## **Article VI - Supplemental Pay**

### **Schedule B**

This extra-duty schedule includes responsibilities for which the employee volunteers or is assigned to do.

The following duties will be paid at a rate of \$15.00 per event at the following events:

- Junior and Senior High Athletic Events
- Junior and Senior High Social Events
- Junior and Senior High Speech and Dramatic Events
- Junior High, Senior High, and Elementary Music Events
- Announcer
- Timer
- Scorer
- Pep Bus Chaperone
- Student Supervision

Compensation of \$5.00 per hour for additional hours of service over three hours shall be paid for the above-named events.

Payment will be made for Schedule B during December and June. Time sheets and dates will be kept on a special form provided by the superintendent's office and turned in by the employee with their time sheet.

### **Schedule C**

This schedule includes duties, responsibilities, or reimbursement for expenses as provided below. The employee will receive compensation upon filing proper requests with the board secretary on a monthly basis.

#### **1. Professional Conferences**

The Board may provide, upon application by the employee and acceptance by the superintendent, up to 100% of expenses for employees who desire to attend professional conferences. Reasonable travel, lodging, and registration costs shall be deemed appropriate expenses, as well as cost of the substitute employee needed to relieve the participant.

#### **2. Reimbursement for Personal Property Damage**

The Board shall reimburse employees for the reasonable cost of any clothing or personal property lost, damaged, or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment as determined reasonable by the Board.

#### **3. Mileage**

a. Employees who use their own automobiles in the performance of their duties and who are assigned to more than one school building per day shall be reimbursed at a rate of 30 cents per mile. For all driving done between arrival at the employee's home base at the beginning of the day to the other assigned location(s), the employee shall be reimbursed. If the second assignment is further from the employee's home than the first assignment, he/she shall be reimbursed the difference.

b. No reimbursement shall be granted for any mileage unless the trip(s) has been approved by a member of the administration. During such trip(s), the employee shall be covered by the Board's regular liability insurance programs.

c. There will be no reimbursement for mileage incurred in carrying out duties for supplemental pay except as approved by a member of the administration.

#### **4. Physical Exam**

The Board will reimburse each bus driver up to but not to exceed \$40.00 for expenses not covered by insurance for a bus physical which is required each year.

## **5. CDL License**

The Board will reimburse each bus driver \$6.00 toward the difference in the cost of a CDL license and a regular drivers license. This will be automatic each year with no special requests forms, etc. needed.

## **Article VII - Insurances**

### **A. Health and Major Medical**

1. The Board will provide each employee with a group health and major medical insurance program which shall include preauthorization provisions and the benefits from this program shall not be changed without mutual agreement between the Board and the Interstate ESEA/ ISEA negotiations team.

The Board's share of the premium per month for each full-time employee shall be full coverage for the individual employee or a maximum of \$492.69, whichever is the lesser. The benefits in this Article are subject to carrier-designated employee eligibility requirements. Those employees scheduled less than 20 hours per week shall not be eligible for district-paid health insurance premiums.

2. The Board's share of the premium for each full-time employee who qualifies for the family plan will be \$55.00 per month.

3. Each employee has the option of deducting the difference between the employer's contribution and the total premium from his/her salary and applying that amount toward the purchase of health and major medical coverage for his/her dependents. This can only be done through written notification by the employee to the board secretary by July 1 of the year of the current contract. This date will coincide with health insurance rate changes.

4. If the Board should receive a refund from the insurance carrier for the family plan and the rebate represents an overpayment, the percentage of the premium paid by the employee will be applied to the refund and that amount will be distributed equitably among those employees enrolled in the family plan. The amount of the refund will be added to the employee's next monthly stipend.

5. The amount to be paid each year by the Board toward an employee dental insurance will be \$23.00 per month. Coverage is voluntary. Benefits cannot be transferred to other insurance. This is through a mutually selected carrier in conjunction with present health insurance.

6. The Board will compensate each employee who does not participate in the District's health and major medical insurance program a total of \$51 per month in a tax sheltered annuity.

### **B. Life Insurance**

The Board will provide a \$25,000 term life insurance policy for all full-time employees with accidental death and dismemberment benefits included. Full-time employee as used in this paragraph means an employee working 20 or more hours per week during the duration of the employee's

annual contract.

**C. Income Disability**

The Board will provide an income disability plan with benefits up to 60 percent of an employee's salary subject to a 90-day waiting period and carrier designated exclusions and coverage interplays for all full-time employees. Full-time employees as used in this paragraph means an employee working 20 or more hours per week during the duration of the employee's annual contract.

**D.** The Board-provided insurance programs for returning employees shall be twelve (12) consecutive months beginning July 1 and ending June 30. Employees new to the district shall be covered by Board-provided insurance programs no later than one (1) month after initial employment.

Employees who for some reason are unable to complete their contracts and the contract is ended will have district payment of insurance premiums terminated at the end of the month in which their contract is ended.

**E. Description**

The Board will provide a description of the insurance referred to in Sections A, B, C, and G to the Association and the employees upon request.

**F. Selection of Carriers**

Health and major medical insurance program carriers shall be selected jointly by the Board and by the Association and shall remain the carrier until mutual agreement is reached between the Board and the Association to change carriers. The Board shall have the sole and exclusive right at any time to procure insurance providing at least equivalent benefits of life insurance, income disability, worker's compensation, and liability insurance from any reputable insurance company.

**G. Liability Insurance**

All employees shall be covered by Board-covered liability insurance in amounts as established by the Board and subject to exclusions.

**H. Worker's Compensation Insurance**

Employees shall be covered by worker's compensation in accordance with state law.

**Article VIII - Dues Deduction**

**A. Authorization**

Any employee who is a member of the Association, or who has applied for membership, shall notify the board secretary by September 10 of his/her desire to have association dues deducted from his/her payroll check. If the employee signs the dues deduction form and the employee has not terminated the dues checkoff in writing 30 days prior, then the board secretary will deduct the balance of the dues. This shall be done in writing and signed by the individual employee. These dues shall be limited to the national, state, and local associations of which the Association is a part. These dues shall be limited to membership fees only and shall not include initial fees, special assessments, back dues, fines, or similar items.

**B. Regular Deductions**

After receipt of the written request, the Board shall deduct prorated amounts from the regular salary check of the employee beginning in September and continuing through May.

**C. Termination**

Dues deduction for an employee who terminates prior to June shall cease at receipt of his/her last check. Any employee may terminate his/her dues checkoff at any time by giving thirty (30) days written and signed notice to the board secretary.

**D. Transmission of Dues**

The Board shall transmit to the Association the total monthly deduction for dues within ten (10) school days following each regular monthly payroll date. The board secretary at these times shall also notify the Association of any member who has given the proper thirty (30) day written notification requesting termination of dues checkoff.

**E. Other Payroll Deductions**

Upon appropriate written authorization from the employee to the board secretary, the Board shall deduct from the salary of the employee the difference between the premiums for group health insurance and the amount contributed by the district, the amount contributed to an annuity, and for other plans or programs jointly agreed to by the Association and the Board. The payment shall continue to be deducted until the employee gives at least 30 days prior written notice to stop the deductions. Payroll records for annuity deductions can be changed only two times during the year (September and February). However, notification can be made at any time prior to February 1.

**F. Hold Harmless**

All employees and the Association agree to indemnify and hold harmless the school district, the Board, each individual board member, and all administrators and non-unit personnel involved in the administration of dues deductions against all claims, suits, or other forms of liability arising out of the provisions in this agreement between the parties for dues deduction.

**Article IX - Sick Leave**

**A. Days of Leave**

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and succeeding years	15 days

**B. Prorated Leave**

New employees hired after September 1 of the school year covered by this Agreement shall have sick leave benefits prorated according to the number of months the employee provides service to the district.

Regular part-time employees shall have sick leave benefits prorated according to a ratio proportionate to the employee's part-time contract of employment.

**C. Eligibility**

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed until the employee does report, whereupon he/she shall receive the entire allotted amount for the remainder of the contract period. If an employee is unable to report for duty on the first day of the new contract and has accumulated sick leave on which to draw, compensation for such leave will be allowed up to the individual's accumulated benefits. Additional days from the new contract will not be allowed until the employee does report, whereupon he/she shall receive the entire allotted amount for the remainder of the contract period.

**D. Procedure**

Procedure to follow in case of illness: As soon as an employee knows that he/she will be absent from school, preferably no later than 7:30 a.m., he/she is to notify his/her building principal or supervisor. It will be the principal's responsibility to secure an approved substitute or arrange for the employee's duties to the school. It is the employee's responsibility to call at the office after an absence to fill out a "Report of Absence" form. Failure to do so within five (5) school days of the absence will cause the absence to be considered unpaid leave until the report of absence is turned in.

**E. Accumulation**

Unused portions shall be accumulative to a total of 100 days. Each employee may only carry forward 100 days from a past school year into a new school year. On the first day of the new contract, each has at his/her disposal if he/she is ill 100 days of sick leave from the previous year plus the 15 days of sick leave available with the new contract.

Days available may be used as needed for illness during the school year. When the last day of the contract is served, if any days of sick leave remain unused in excess of 100, these days will be bought back by the District at a rate of 10% of the total value of the sick leave days in excess of 100, and these days will then be dropped from the record. For example, an employee who has accumulated 100 days and then an additional fifteen days at the start of the new school year might use five days of sick leave in the new year. At the end of the year, the employee will still have ten days over 100 available. The district will buy back these ten days by paying the employee 10% of the total value of the ten days of sick leave. Only 100 days can be carried over into the next year.

The Board may, in each instance, require such reasonable evidence as it may desire confirming the necessity for such sick leave.

**F. Wellness**

One day of leave per year shall be granted to each employee to promote wellness of body and spirit. The employee must request a wellness leave day at least three days prior to being gone. It may not be used the first two weeks of classes or the last two weeks of classes or the day before a scheduled vacation or the day after a scheduled vacation. The day will be subtracted from sick leave. Wellness leave grants totaled with personal leave will be limited to two per building per year unless the building administration specifically grants additional requests.

### **G. Family Illness**

Three days of leave per year shall be granted to each employee in case of family illness for immediate family only; spouse - child.. These days will be subtracted from the employee's sick leave.

### **H. Sick Bank**

The Board agrees to allow the support staff to create a sick leave bank to be determined in collaboration with the administration and approved by the board.

## **Article X - Leaves of Absence**

### **A. Paid Leave**

The employee must notify his/her building principal or supervisor as far in advance as possible that he/she is requesting paid leave. Upon his/her return to work the employee must turn in the appropriate form(s) to his/her building principal or supervisor within five (5) school days or the leave will be considered unpaid leave. If the employee has not been notified by the building principal or supervisor within five (5) school days following his/her receipt of the appropriate form(s) that the paid leave request has been denied, it will automatically be approved as paid leave.

In addition to granting paid leave for medically-related disabilities, the Board will also grant noncumulative paid leave as outlined in the following paragraphs:

#### **1. Bereavement**

Three days paid leave of absence shall be granted in the event of the death of the employee's parent, parent-in law, spouse, child, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, or any other member of the employee's household. An additional two days will be granted in the event of the death of the employee's spouse, parent, child, brother, sister, grandparent, or grandchild, or any other member of the employee's household. In case of death of a close friend or a relative other than those enumerated above who does not live in the employee's household, one day's leave per incident will be granted.

#### **2. Personal Leave**

All regular full-time employees shall be allowed two days yearly for personal leave. No reason need be given for this leave.

Personal leaves granted will be limited to one per job classification unless the building administrator specifically grants additional requests. Leaves are approved on a first-come, first-served basis unless individual staff members agree to change dates, ect.

Personal leave may not be used the first two weeks of classes or the last two weeks of classes. It may not be used the day before a scheduled vacation or the day after a scheduled vacation.

#### **3. Emergency Leave**

Emergency leave may be granted for circumstances recognized as emergencies by the principal and superintendent not to exceed two days per year.



**4. Critical Illness**

In case of critical illness or severe injury requiring hospitalization of a member of the employee's immediate family (father, mother, spouse, child, brother, sister) or any resident of the employee's household, a maximum of three days' absence may be granted per year. If granted, critical illness will be deducted from sick leave.

**5. Birth or Adoption**

One day per year may be granted upon request for the birth or adoption of a child. If granted, this leave will be deducted from sick leave.

**6. Professional Leave - Non-accumulative**

Each employee may request paid leave for the employee's professional leave. Professional leave days must be approved by the administration. The employee planning to use a professional leave day shall notify his/her principal or supervisor, if possible, at least one (1) week in advance of his/her absence.

**7. Jury Duty**

Any employee who is called for jury duty and required to appear for such duty or is required to appear on behalf of Interstate 35 Community School District to testify in a fact-finding or legal proceeding during school hours shall be excused from regular duties without loss of pay.

Employees who are paid for jury duty will receive full compensation for time lost from their job; however, any compensation provided for jury duty to the employee will be turned over to Interstate 35 Community School District.

**8. Good Cause**

Other temporary leaves of absence with pay may be granted by the Board for good reason. If granted, these days are to be deducted from sick leave, but only when all other leaves have been used.

**9. Convention**

Conventions must be approved by the Board of Education. Convention will include sending a representative to Delegate Assembly from the local Association. All costs of the substitute shall be paid by the Association upon receipt of a bill from the board secretary.

**10. Meetings for Association Business**

These must be approved at least one (1) week in advance by the principal and all costs of the substitute shall be paid by the Association upon receipt of a bill from the board secretary. No more than a total maximum of five (5) days of such leave shall be allowed per school year.

**11. Employees hired after July 1 of the school year covered by this contract shall have leave benefits prorated according to the length of their contracts.**

## **12. Vacation**

Twelve month employees receive 2 weeks paid vacation after 1 year of service and 3 weeks paid vacation after 10 years of service. Employees beginning employment after July 1 will have vacation prorated for the first year of employment.

## **B. Unpaid Leave**

### **1. Family Medical Leave Act (FMLA)**

Federal law requires the district to grant up to 12 weeks of leave per year to employees who have been employed at least 12 months and who have worked at least 1,250 hours during the preceding 12 months for the purpose of (1) the employee's personal, serious health condition, (2) caring for the employee's newly born child, (3) caring for a child placed for adoption or placement of a foster child, (4) caring for the employee's parent, spouse, or child with a serious health condition. The district requires an eligible employee to first utilize any paid leave otherwise applicable and available in the District, which paid leave shall count against the 12 weeks; any leave in excess of available paid leave shall be unpaid. Regardless of any other provisions in this Agreement, at the employee's option, the District shall continue the District's contributions towards health insurance on behalf of the employee for up to 12 weeks as if the employee were still at work. If the employee has more than 12 weeks of paid leave available, the district shall continue the District's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards health insurance and for life and disability insurance by the date the District makes payment to the insurance carrier or within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of the leave. If the employer makes the payments, the employee authorizes the District to offset such sums advanced against any sums owed to the employee. If the employee does not return to work at the end of the leave (except for reasons specified in the Act), the employee will be required to reimburse the District for all contributions made by the District while the employee was on unpaid leave and the District will be allowed to deduct any amount owed from any sums owed the employee.

Employees may request leave under the Family Medical Leave Act for up to 12 weeks per year. "Year" shall be defined in Article XVIII, section D (Duration). Leave to care for a newly-born, adopted, or foster child must conclude within 12 months of the birth or placement of the child. Spouses may take a combined 12-week allotment for the birth or placement of a child.

### **2. An extended leave of absence such as educational improvement, personal or family illness, short-term disability, and military service.**

Upon request to the Board at least nine (9) weeks in advance (except in emergency situations), an employee may be granted leave of absence for up to one (1) year (providing a suitable replacement can be found), and upon return receive full benefits of the ordinary staff member. Each request shall be dealt with on an individual basis by the Board, which shall provide written reasons for denial of request. The reasons shall include the effort expended to find a comparable replacement. The decision of the

Board shall be non-grievable. Legitimate reasons for leave could be professional growth activities, medically related disability, child rearing, military service, or other reasons approved by the Board.

Provisions included in this Agreement are not applicable to employees on extended unpaid leaves which are in excess of one school year. Employees on unpaid leave for more than one (1) month and/or up to one (1) year shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date, subject to FMLA continuation specified in (B)(1).

3. Temporary leaves without pay may be granted by the building principal or supervisor as determined necessary and feasible.

## **Article XI - Employee Hours**

### **A. Work Attendance**

The employee, in-school, work day shall consist of not more than eight (8) hours of consecutive time. Included in the eight (8) hours will be the following:

- 1: A twenty (20) minute, duty-free, paid, lunch period.

2. The Board recognizes the importance of flexibility in maintaining a healthy and positive working environment. All supervisors of support staff personnel are to recognize the need of employees for a momentary break throughout the day. Supervisors are to work with employees in addressing these needs as they arise.

3. Support staff personnel have the option to replace the twenty (20) minute duty-free paid lunch period with two ten (10) minute duty-free paid breaks, one to be exercised in the morning and one to be exercised in the afternoon. Arrangements to use this option must be scheduled with the building administrator and will remain in effect for the duration of the school year unless there is mutual agreement between the employee and the supervising administrator.

Exceptions to the working hours may be approved by the building principal or supervisor with advance notice to the building principal or supervisor.

Exceptions of these provisions may be made by mutual agreement of the employee and the building principal or supervisor.

- B. Minimum pay upon school cancellation.** All employees who show up for work for a regular work day but who are sent home because school or work has been cancelled due to inclement weather or for other reasons, shall be paid for at least two hours of work or for actual time worked, whichever is greater.

## **Article XII - Service Year**

### **A. In-School Work Year**

The work year shall be determined by the employer and shall be specified by the individual contract.

### **B. Inservice Days**

Inservice days will be held for support staff. Four 2-hour sessions will be held during the inservice days scheduled for the licensed staff. The bus drivers' inservice days are included in their monthly compensation. Staff who are paid from time sheets will include the time spent at inservice meetings on their time sheets.

**C. Extended Contracts, Extra Duties, and Extra Assignments**

The Board must approve all requests for additional days of service and accompanying compensation. Therefore, prior to any additional days of service being performed, the building principal or supervisor and superintendent must approve the services performed, the number of additional days of service, and request approval from the Board.

**D. Holidays**

1. Employees whose individual contracts are for the school year shall have the following holidays paid:

- a. Labor Day
- b. Thanksgiving Day
- c. Christmas Day
- d. 1 Day of Spring Vacation

2. Employees who work 260 or more days a year shall have the following holidays paid:

- a. Labor Day
- b. Thanksgiving Day
- c. The day after Thanksgiving
- d. Christmas Day if it is a week day, or the day before if Christmas falls on a Saturday, or the day after if Christmas falls on a Sunday.
- e. The work day after Christmas if on a weekday, or the first work day after the contractual day for Christmas.
- f. New Year's Day if it is a week day, or the day before if New Year's Day falls on a Saturday, or the day after if New Years falls on a Sunday.
- g. An additional day for New Years with the day to be approved by the superintendent.
- h. 1 Day of Spring Vacation
- i. Memorial Day
- j. Fourth of July

**E. Late Starts and Cancellations**

On days when school starts late as determined by management due to weather conditions or mechanical failure, employees shall report to work on the hour designated (with the exception of custodians and cooks). If busses and classes are two hours late, employees report two hours later than their customary reporting time. If busses and classes are one hour late, employees report one hour later than their usual reporting time. Employees shall be paid for actual hours worked.

On days when school is dismissed early as determined by management due to weather conditions, the employees' workday shall end at the close of the students' day (with the exception of custodians, cooks, and bus drivers). Employees shall be paid for actual hours worked.

On days when school is canceled as determined by management due to weather conditions, employees shall not be required to report to work (with the exception of custodians). Employees shall be paid for actual hours worked.

## **Article XIII - Evaluation Procedures**

### **Definitions:**

**Employee:** Aides, teacher associates, transportation personnel, cooks, custodians, and secretaries, but excluding board secretary, superintendent's secretary, transportation director, and building and grounds director.

**Evaluation:** Process requiring the following sequence:

- a. Principal or supervisor makes personal observation while duties are being performed.
- b. Principal or supervisor completes written evaluation summary.
- c. Principal and employee discuss evaluation as soon as practicable after the evaluation but no later than ten (10) school days after the observation. Evaluation is complete when the principal and employee have held a conference to discuss the observation and conclusions of the principal.
- d. The employee shall sign the evaluation to indicate awareness of the completed evaluation. The employee's signature does not in any instance indicate agreement with the contents of the completed evaluation forms. The evaluation shall be placed in the employee's personnel file.

**Employee Response to Evaluation:** If the employee disagrees with the evaluation, the employee may submit a written position which shall be attached to the copies of the evaluation in question.

### **A. Evaluation Orientation**

The building principal or appropriate supervisor shall acquaint all employees under his/her supervision with a formal evaluation procedure or such other formal procedures as may be used and advise each employee as to the designated person or persons who will observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed.

### **B. Operational Procedures of Evaluation Process**

#### **1. Participants**

- a. Employee being evaluated.
- b. Principal or designated personnel.

#### **2. Frequency and Length**

##### **a. Personnel New to the District:**

For personnel new to the district, the principal shall complete a minimum of one evaluation.

**b. Returning Employees in the District:**

Employees returning to the district shall have completed for them one evaluation form a minimum of once every two (2) years with the option for more frequent evaluations as determined by the principal or supervisor or requested by the employee.

The minimum of one evaluation per two (2) years must be completed prior to March 1 of the second year of the evaluation interval.

**C. Forms**

- a. Evaluation forms for employee and principal or supervisor use.
- b. Special forms as needed for specific employees with varying duties.

**D. Alternate Evaluation Options**

Nothing in this article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the Board.

Additional evaluations or observations may be reduced to writing, and if so, a copy of the evaluation shall be given to the employee within ten (10) school days of the reduction of the observation/evaluation to writing and a follow-up conference between employee and supervisor shall follow.

**E. Personnel File**

1. Each employee shall have the right during regular business hours to review the contents of his/her personnel file except confidential letters of recommendation. Each employee, upon request, will be given a list of persons of confidential letters. Each employee will have access to the confidential document after permission is granted by the author, in writing. A representative of the Association, at the employee's request, may accompany the employee in this review.
2. Any complaints directed toward an employee will be brought to the employee's attention orally as soon as practicable. The complaint is placed in his/her personnel file in writing within five (5) school days.
3. The employee shall have the right to reproduce any of the non-confidential contents of his/her file at his/her expense.

**F. Appeal**

1. All evaluations are to be free from arbitrary or capricious action, shall be based on solid and substantial cause, and may be challenged through the grievance procedure.
2. Beginning employees may, in their first or second year of employment, appeal only the

procedural aspects of their evaluation through arbitration (level IV) of the grievance procedure.

## **Article XIV - Transfer Procedures**

### **A. Definition**

**Voluntary Transfer** is a transfer requested by the employee.

**Involuntary Transfer** is a transfer not initiated by the employee's request.

**Vacancy** is any position that an employee leaves or when a position is created by the district.

### **B. Voluntary Transfers**

#### **1. Notification**

During the school year, the administration shall post in all school buildings a list of vacancies at least seven (7) school days before the final date on which applications will be accepted. The notice shall contain the final date on which applications will be accepted.

During the summer months existing openings for the following year will be maintained in the office of the superintendent and a copy will be sent to the president of the Association.

#### **2. Filing Requests**

Employees desiring transfer shall file a written, signed statement with the superintendent. This statement shall include reasons for the request and the position to which the employee desires to be transferred. Such statement must be filed within two (2) weeks of the date of notification by the superintendent to the Association president and building representative of the vacancy.

#### **3. Decision**

If more than one qualified employee has applied for the same position, relative skills, abilities, and performance as well as seniority will be considered to determine placement. The ultimate decision rests with the employer.

### **C. Involuntary Transfers**

This section will apply when the immediate supervisor determines a transfer is appropriate.

#### **1. Notification**

Notice of an involuntary transfer or reassignment shall be given in writing to the affected employee as soon as practical.

#### **2. Procedure**

If an involuntary transfer or reassignment is necessary, as determined by the immediate supervisor, placement will be made based on relative skills, abilities, and performance as well as seniority will be considered to determine placement. The ultimate decision rests with the employer.

## **Article XVIII - Compliance Clauses and Duration**

### **A. Printing Agreement**

Copies of this Agreement shall be reproduced at Board and Association expense within thirty (30) days after the date of ratification by both parties. The Agreement shall be distributed to all employees now employed, hereafter employed, and prospective employees offered a contract for employment during the time period the agreement is in force. In addition, the Agreement shall be available for examination by all prospective employees upon their request. The Association will be provided with five (5) additional copies.

### **B. Compliance Between Individual Contracts and Comprehensive Agreement**

Any individual contract between the Board and the employees shall be subject and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **C. Separability**

If any provision of this Agreement is held to be contrary to law, such a provision shall not be deemed valid and subsisting, except to the extent permitted by law.

### **D. Duration**

The language components in this agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007. The salary and fringe benefits in this agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

### **E. Notices**

Whenever any notice is desired or required to be given by either of the parties to the other regarding this Agreement and/or pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by either party in written notification to the other party:

Board of Education  
Interstate 35 Schools  
Box 79  
Truro, Iowa 52057

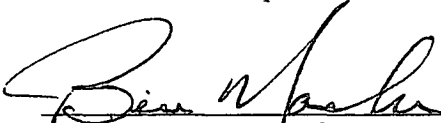
I-35 Education Support Employees  
Association/ISEA  
Interstate 35 Schools  
Box 79  
Truro, Iowa 50257



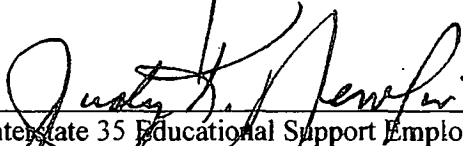
This is a two year agreement for language.

The Interstate 35 Board and the Interstate 35 Support Staff have come to a settlement of 4%, which is equal to \$34,012.00, for the 2006-2007 contract period.


Date 4-17-06

  
Interstate 35 Board of Directors, Bill Maske

Date 4/07/06

  
Interstate 35 Educational Support Employees  
Association/ISEA  
Chief Negotiator

Date 4/7/06

  
Interstate 35 Educational Support Employees  
Association/ISEA  
President

# **Addendum to Comprehensive Agreement**

**between  
Interstate 35 School District  
and  
Interstate 35 Education Support  
Employees Association/ISEA**

**2006-07**

**Wages and Salaries:**

For 2006-07, hourly employees will receive a 53 cents per hour wage increase. Bus drivers will receive a \$42.00 per month wage increase.

**2. Insurance:**

For 2006-07, the Board will pay up to \$492.69 per month for single insurance to those employees who are eligible. This will pay the entire single PPO 500 insurance premium. The Board will pay \$55 for family insurance and \$23 for dental insurance. The Board will pay \$51.00 towards a TSA for people with no insurance for the 2006-07 school year.

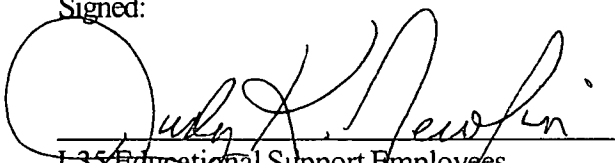
**3. Increase in Beginning Wages:**


In accordance with past practice, the beginning wage for each category of support staff will be raised by half of the increase for hourly wages. For 2006-07 this amount will be 27 cents per hour.

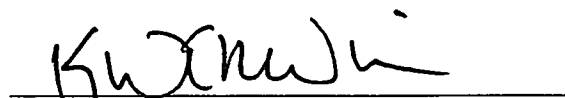
**4. Comprehensive Agreement:**

A complete Comprehensive Agreement will be retyped and given to each support employee for 2006-07.

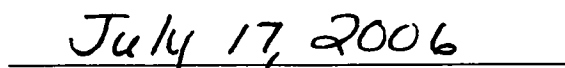
Signed:

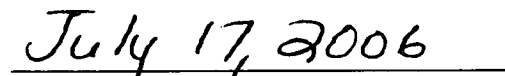
  
\_\_\_\_\_  
I-35 Educational Support Employees  
Association/ISEA  
Chief Negotiator

  
\_\_\_\_\_  
Interstate 35 Board of Directors  
Chief Negotiator

  
\_\_\_\_\_  
I-35 Educational Support Employees  
Association/ISEA  
President

  
\_\_\_\_\_  
Interstate 35 Board of Directors  
President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**F. Signature Clause**

In witness whereof the parties hereto have caused this Agreement to be signed by their respective president, attested by their respective chief negotiators, and their signatures placed thereon, all on the 17<sup>th</sup> day of July, 2006.

**Interstate 35 Educational Support Employees Association/ISEA**

By: [Signature], President

By: [Signature], Chief Negotiator

**Interstate 35 Community School Board of Directors**

By: [Signature], President

By: [Signature], Chief Negotiator